*Version: 1.0, effective from **1 August 2026** (client decision 2026-08-05; the final version identifier is minted via legal-versions.json).*

The Slovak version is the governing text.

This data processing agreement (the **"DPA"**) is concluded pursuant to Art. 28(3) and (4) of Regulation (EU) 2016/679 (the **"GDPR"**) and adopts the **standard contractual clauses** adopted by Commission Implementing Decision (EU) 2021/915 of 4 June 2021 (the **"Clauses"**), supplemented to the extent the Clauses expressly permit (Clause 2(b)).

Processor: WebHeroes s.r.o., Jaseňová 3249/38, 949 01 Nitra, Company ID (IČO) 53 202 309, Commercial Register of the District Court Nitra, Section Sro, Insert No. 52605/N (in the Service also the **"Provider"**).

Controller: the organisation (club) identified upon acceptance of this DPA in the Service (in the Service also the **"Club"**) — see Annex I.

The DPA is **accepted electronically (by click) upon creation of an Organisation** in the Service; without acceptance the Organisation is not created. Acceptance is performed by the Organisation's administrator; the Service records the accepted DPA version, the time of acceptance, and the account of the accepting person. The DPA forms an integral part of the contract on the use of the Service under the Terms of Service and lasts for its duration.

SECTION I

Clause 1 — Purpose and scope

a) The purpose of these Clauses is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

b) The controller and processor listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679.

c) These Clauses apply to the processing of personal data as specified in Annex II.

d) Annexes I to IV are an integral part of the Clauses.

e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679.

f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679.

Clause 2 — Invariability of the Clauses

a) The Parties undertake not to modify the Clauses, except for adding or updating information in the Annexes.

b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract, or from adding other clauses or additional safeguards, provided that they do not directly or indirectly contradict the Clauses or prejudice the fundamental rights or freedoms of data subjects.

Clause 3 — Interpretation

a) Where these Clauses use the terms defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

Clause 4 — Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

(The optional Clause 5 — docking clause — is not used.)

SECTION II — OBLIGATIONS OF THE PARTIES

Clause 6 — Description of processing(s)

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data are processed on behalf of the controller, are specified in Annex II.

Clause 7 — Obligations of the Parties

7.1 Instructions

a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented. *Documented instructions consist in particular of the configuration and use of the Service's functions by the controller's authorised Users and of the controller's written requests addressed to the processor.*

b) The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 or the applicable Union or Member State data protection provisions.

7.2 Purpose limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

7.3 Duration of the processing of personal data

Processing by the processor shall only take place for the duration specified in Annex II.

7.4 Security of processing

a) The processor shall at least implement the technical and organisational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

b) The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring the contract. The processor shall ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.5 Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards. *The Service is not intended for the processing of sensitive data or national identification numbers (rodné čísla); the controller does not enter them into the Service (see Annex II).*

7.6 Documentation and compliance

a) The Parties shall be able to demonstrate compliance with these Clauses.

b) The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.

c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.

d) The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.

e) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

Points (f) to (j) are supplementary arrangements under Clause 2(b); they govern the procedure, not the scope, of the controller's rights under points (a) to (e):

f) **Tiered demonstration procedure.** In demonstrating compliance, the Parties shall as a rule proceed in the following order:

1. **tier 1 — information and existing third-party reports:** the processor provides the available materials, in particular the annual TÜV audit report on the processing activities of the infrastructure sub-processor Hetzner Online GmbH, overviews of the results of the security checks of its own development and deployment process (CI security gates), the results of previous audits and any future certifications or seals (Art. 42 GDPR); 2. **tier 2 — written questionnaire:** the processor answers a reasonable written questionnaire of the controller on the performance of the obligations under these Clauses; 3. **tier 3 — on-site inspection:** carried out only where tiers 1 and 2 demonstrably do not suffice to demonstrate compliance.

g) **The order is the starting point of the procedure, not a ceiling on rights.** The tiering under point (f) is without prejudice to the controller's right to decide on the conduct of an audit, including an inspection, under points (c) and (d); the final choice of the form of the audit remains with the controller (in line with EDPB Guidelines 07/2020, para. 144), and the controller is entitled to contest the scope, the methodology and the results of the review.

h) **Conditions of on-site inspections.** An on-site inspection shall be announced at least **30 days** in advance; **routine** inspections shall be carried out no more than **once every 12 months** — this limitation does **not** apply to an inspection upon indications of non-compliance or indications of a personal data breach. The inspection takes place during normal business hours, in a manner that does not unreasonably disrupt the operation of the Service, under a confidentiality undertaking (NDA), and **without access to the personal data of other clubs** or to confidential information of third parties.

i) **Costs.** The costs of the audit are borne by the controller; if the audit demonstrates a **material breach** of these Clauses by the processor, the costs of the audit are borne by the processor. For the processor's cooperation beyond tier 1 under point (f), the processor is entitled to reimbursement of the costs reasonably and demonstrably incurred.

j) **Relationship to the supervisory authority.** No confidentiality undertaking under this Clause prevents the performance of the obligation under point (e) to make the information and the results of audits available to the competent supervisory authority.

7.7 Use of sub-processors

a) **GENERAL WRITTEN AUTHORISATION:** The processor has the controller's general authorisation for the engagement of sub-processors from an agreed list (Annex IV; the current list is permanently published in the Service at **/legal/subprocessors**). The processor shall specifically inform the controller in writing of any intended changes to that list through the addition or replacement of sub-processors at least **30 days** in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s) concerned. The processor shall provide the controller with the information necessary to enable the controller to exercise its right to object. *The notice is delivered electronically to the Organisation's administrators. If the controller objects and no good-faith resolution is found, it may terminate the contract on the use of the Service as of the effective date of the change.*

b) Where the processor engages a sub-processor to carry out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data-protection obligations as those imposed on the processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and Regulation (EU) 2016/679.

c) At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secrets or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing a copy.

d) The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfil its contractual obligations.

e) The processor shall agree a third-party beneficiary clause with the sub-processor whereby — in the event the processor has factually disappeared, ceased to exist in law or has become insolvent — the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

7.8 International transfers

a) Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject, and shall take place in compliance with Chapter V of Regulation (EU) 2016/679. *Processing under this DPA takes place exclusively within the European Union (see Annexes II and IV).*

b) The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7 for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

Clause 8 — Assistance to the controller

a) The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorised to do so by the controller.

b) The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with points (a) and (b), the processor shall comply with the controller's instructions.

c) In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:

1. the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a "data protection impact assessment") where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons; 2. the obligation to consult the competent supervisory authority prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk; 3. the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated; 4. the obligations in Article 32 of Regulation (EU) 2016/679.

d) The Parties shall set out in Annex III the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

Clause 9 — Notification of personal data breach

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 of Regulation (EU) 2016/679, taking into account the nature of processing and the information available to the processor.

9.1 Data breach concerning data processed by the controller

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

a) in notifying the personal data breach to the competent supervisory authority, without undue delay after the controller has become aware of it, where relevant (unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);

b) in obtaining the following information which, pursuant to Article 33(3) of Regulation (EU) 2016/679, shall be stated in the controller's notification, and must at least include:

1. the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; 2. the likely consequences of the personal data breach; 3. the measures taken or proposed to be taken by the controller to

address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall be provided subsequently without undue delay as it becomes available;

c) in complying with the obligation under Article 34 of Regulation (EU) 2016/679 to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

9.2 Data breach concerning data processed by the processor

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after having become aware of the breach. Such notification shall contain, at least:

a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);

b) the details of a contact point where more information concerning the personal data breach can be obtained;

c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall be provided subsequently without undue delay as it becomes available.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

SECTION III — FINAL PROVISIONS

Clause 10 — Non-compliance with the Clauses and termination

a) Without prejudice to any provisions of Regulation (EU) 2016/679, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.

b) The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:

1. the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension; 2. the processor is in substantial or persistent breach of these Clauses or its obligations

under Regulation (EU) 2016/679; 3. the processor fails to comply with a binding decision of a competent court or the competent supervisory authority regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679.

c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1(b), the controller insists on compliance with the instructions.

d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses. *The return of data is performed via the organisational export in a structured, commonly used and machine-readable format (see ToS Art. 11).*

Supplementary provisions of the wider contract (Clause 2(b))

1. **Law and language.** This DPA is governed by the law of the Slovak Republic; the Slovak version is binding.
2. **Versioning and changes.** The DPA is versioned; the accepted version and the time of acceptance are recorded in the Service. Changes to the Clauses are made by a new DPA version and announced in the same way as changes to the ToS; adding or updating information in the Annexes (including Annex III and Annex IV under the procedure of Clause 7.7(a)) is not a change to the Clauses.
3. **Controller's obligations.** The controller is responsible for the lawfulness of the processing it enters into the Service — in particular it warrants that it has a legal basis for the personal data entered into the Service and that it has fulfilled its information obligations towards the data subjects (Arts. 13/14 GDPR). The controller enters into the Service only the data necessary for its use; sensitive data (Clause 7.5) and national identification numbers (rodné čísla) are not entered into the Service.
4. **Records.** The processor keeps records of processing activities pursuant to Art. 30(2) GDPR.

ANNEX I — List of parties

Controller:

- Name and address: **the organisation (club) identified upon acceptance of this DPA in the Service** — business name, legal form, registered office and identification number as provided when creating the Organisation or in the Organisation's settings.
- Contact person: the Organisation administrator who accepted the DPA (name and e-mail recorded in the Service).
- Signature and date: **electronic acceptance in the Service** — the Service records the accepted DPA version, the date and time of acceptance and the account of the accepting person; this record replaces a signature.

Processor:

- Name: WebHeroes s.r.o.
- Address: Jaseňová 3249/38, 949 01 Nitra, Slovak Republic; Company ID (IČO) 53 202 309, Commercial Register of the District Court Nitra, Section Sro, Insert No. 52605/N.
- Contact person: Adrián Farmadin, managing director (konateľ), info@klubos.sk.
- Signature and date: the processor is bound by the published DPA version as of its effective date.

Competent supervisory authority: Office for Personal Data Protection of the Slovak Republic (Úrad na ochranu osobných údajov Slovenskej republiky), Hraničná 12, 820 07 Bratislava 27.

ANNEX II — Description of the processing

Categories of data subjects whose personal data is processed:

- members of the Club (including minors whom the Club keeps in its membership records),
- legal representatives of minor members,
- officers, coaches and other officials of the Club,
- invited persons and membership prospects,
- contact persons of opponents and venue operators,
- payers of membership fees.

User accounts in the Service are intended for persons over 18; minor members are recorded and represented by the Club or their legal representatives.

Categories of personal data processed:

- identification and contact data (name, surname, e-mail, telephone),
- membership, role and permission data,
- activity participation and attendance,
- membership-fee prescriptions and payments, including bank-transaction data used for payment matching (payer name, amount, payment reference),
- the content of announcements and documents entered by the Club,
- audit metadata (who, when, which action).

Sensitive data processed (if applicable) and applied restrictions or safeguards:

None. The Service is not intended for the processing of sensitive data (Clause 7.5) or national identification numbers, and the controller undertakes not to enter them into the Service. The full prohibition also covers health data (confirmed by the client on 2026-08-05: the Service processes no health data).

Nature of the processing:

storage, structuring, display, backup, making available to the controller's authorised Users and dispatch of notifications within the scope of the Service's functions.

Purpose(s) for which the personal data is processed on behalf of the controller:

provision of the Klubos SaaS platform to the controller — membership records, organisation of activities and attendance, communication with members, administration of membership fees and support of club finances.

Duration of the processing:

for the duration of the contract on the use of the Service, extended by the data-retrieval (export) and erasure period after its end pursuant to ToS Art. 11.

Processing by sub-processors (subject matter, nature and duration):

- **Hetzner Online GmbH** — subject matter: operation of server infrastructure (compute, storage, network) for the application, live data (Falkenstein, DE) and backups (Nuremberg, DE); nature: storage and hosting; duration: for the duration of processing under this DPA.
- **Scaleway S.A.S.** — subject matter: dispatch of the Service's transactional e-mails (Transactional Email); nature: transient processing of e-mail addresses and message content at dispatch; duration: for the duration of processing under this DPA.

ANNEX III — Technical and organisational measures

The processor's technical and organisational measures, including the measures to ensure the security of the data (Art. 32 GDPR) and the measures by which the processor assists the controller pursuant to Clause 8(d) and Clause 9, are specifically described in the **separate, separately versioned document "Technical and Organisational Measures" (TOM)**, which forms part of this Annex.

1. The current version of the TOM document is permanently published in the Service at **/legal/tom**; every version is marked with a version number and effective date.
2. The TOM document is subject to technical progress and further development; the processor may introduce alternative adequate measures, however **the security level established by the TOM document must not be reduced** (non-degradation undertaking).
3. The processor documents material changes to the TOM document; every previous version remains archived with its validity date and accessible to the controller on request.
4. An update of the TOM document is an update of information in an Annex pursuant to Clause 2(a); it does not require a new acceptance of the DPA to take effect.

ANNEX IV — List of sub-processors

*List of sub-processors covered by the general written authorisation under Clause 7.7(a); changes to the list are notified at least 30 days in advance. The current list is permanently published in the Service at **/legal/subprocessors**.*

Sub-processor	Address	Contact	Description of processing	Contractual basis
Hetzner Online GmbH	Industriestr. 25, 91710 Gunzenhausen, Germany (EU).	data-protection@hetzner.com.	server infrastructure — application and live data in the Falkenstein data centre (DE), backups in the Nuremberg data centre (DE).	data processing agreement (DPA) version 1.2, concluded 04.08.2026; separately versioned TOM document and annual TÜV audit report.
Scaleway S.A.S.	8 rue de la Ville l'Évêque, 75008 Paris, France (EU); R.C.S. Paris 433 115 904.	privacy@scaleway.com (privacy team); Data Protection Officer: dpo@iliad.fr; personal-data-breach notifications: security@scaleway.com (per the Scaleway DPA, version of 1 June 2024).	dispatch of the Service's transactional e-mails (Transactional Email), EU.	the DPA is an integral part of the Scaleway services contract (cl. 1, version of 1 June 2024) — concluded by subscribing to the service.